Darcy Swetnam, City Attorney

RESOLUTION NO. 3067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ANACORTES, WASHINGTON, AUTHORIZING THE SIGNATURE AND EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ANACORTES AND THE ANACORTES POLICE SERVICE GUILD NON-COMMISSIONED EMPLOYEES

WHEREAS, the City of Anacortes ("the City") and the Anacortes Police Service Guild Non-Commissioned Employees ("the Union"), (collectively "the Parties") have a Collective Bargaining Agreement in place effective January 1, 2021 through December 31, 2021; and,

WHEREAS, the Parties entered into collective bargaining negotiations and reached an agreement to a successor Collective Bargaining Agreement,

NOW, THEREFORE BE IT RESOLVED by the Anacortes City Council that the Mayor and City Clerk be authorized and directed to execute the attached collective bargaining agreement effective January 1, 2022 through December 31, 2024 by and between the City of Anacortes and the Anacortes Police Service Guild Non-Commissioned Employees.

The foregoing resolution was ADOPTED by the City Council of the City of Anacortes, Washington, at a regular, open public meeting thereof this 18th day of January, 2022.

PASSED AND APPROVED this 18th day of January 2022.

	CITY OF ANACORTES: By:
	Matt Miller, Mayor
ATTEST: Steve Hoglund, City Clerk Treasure	r
APPROVED AS TO FORM: Darcy Swetnam	

AN AGREEMENT BETWEEN:

● THE CITY OF ANACORTES, WASHINGTON

AND

● THE ANACORTES POLICE SERVICES GUILD NON - COMMISSIONED EMPLOYEES



January 1, 2022 – December 31, 2024

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ARTICLE 1 - RECOGNITION

The City of Anacortes (hereinafter referred to as the "City" or "Employer") agrees to recognize Anacortes Police Services Guild (hereinafter referred to as the "Guild") as the sole collective bargaining agency for all full- and part-time non-commissioned Police Department Employees, except the Chief of Police, the Assistant Police Chief, the Police Captains, and the Records Supervisor.

ARTICLE 2 – GUILD SECURITY

- 2.1 <u>Dues Processing</u>. The Guild will notify the City of the initiation fees and dues. Following receipt of written notice from the Guild that it has received authorization for dues collection from an employee, the City will deduct initiation fees and dues from the wages of the employee, and forward them to the Guild each pay period.
- 2.2 <u>Revocation</u>. An employee may revoke authorization for payroll deduction of payments to the Guild by providing written notice to the Guild, which will provide written notice to the City. Every effort will be made to end the deduction effective on the first payroll, but not later than the second payroll, after the City's receipt of written notice from the Guild.
- 2.3 <u>Indemnification</u>. The Guild agrees to defend, indemnify and save the City harmless against any liability which may arise by reason of any action taken by the City and/or Guild to comply with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection with such action, provided that the Guild shall have no obligation to defend and indemnify if the liability is a result of the City's own negligence. The City will promptly notify the Guild in writing of any claim, demand, suit, or other form of liability asserted against the City and/or Guild relating to its implementation of this Article.

ARTICLE 3 – GUILD RIGHTS AND RESPONSIBILITIES

- 3.1 Guild members will be allowed to meet with the Employer to conduct collective bargaining negotiations during regular working hours with pay at their straight time rate, provided that the Guild will be limited to two (2) paid Guild members.
- 3.2 <u>Release Time</u>. A Guild official who is an employee in the bargaining unit shall be granted reasonable time off with pay while conducting grievance resolution (pursuant to Article 6) on behalf of the employees in the bargaining unit; provided the Employer is able to properly staff the employees job duties during the time off and without any additional expense to the Employer.
- 3.3 <u>Guild Investigative and Visitation Privileges</u>. The Guild representative, with reasonable advance notification to the Police Chief or the Chief's designee, may visit the work location of employees covered by the Agreement at any reasonable time for the purpose of investigating grievances. Such representative shall limit their activities during such investigations to matters relating to such investigation. City work hours shall

not be used by employees or Guild Representatives for the promotion of Guild affairs other than stated above. The Guild will be treated in the same manner as other City bargaining units with regard to holding Guild meetings.

3.4 <u>Bulletin Boards</u>. The Employer shall provide space for a bulletin board at each station which may be used by the Guild.

ARTICLE 4 – HOURS OF LABOR

- 4.1 <u>Work Week</u>. Unless otherwise agreed in writing, the work week for purposes of calculating overtime shall consist of seven (7) days beginning at 12:01 A.M. on Sunday.
- 4.2 <u>Work Day</u>. The workday, for the purpose of this Agreement, shall be eight (8) hours from 8:00 am 4:00 pm or 9:00 am 5:00 pm, Monday Friday. Other shifts may be agreed to by the parties.
- 4.3 Overtime pay at the rate of one and one-half (1.5) times the regular rate shall be paid for time worked in excess of eight (8) hours in a twenty-four (24) hour period or for time worked in excess of forty (40) hours in a work week.
- 4.4 Any employee called to work after completing their regular shift of eight (8) hours, or attending court on their off-duty time, shall be paid a minimum of three (3) hours at one and one-half (1.5) times their regular rate of pay.
- 4.5 Employees shall be given ten (10) days written notice in advance of any schedule change except in case of an emergency.
- 4.6 Any part-time Employee working one thousand forty (1,040) hours or more per year shall receive all leave benefits which shall be pro-rated to the hours worked. Health insurance eligibility for part time employees will be in accordance with the City personnel policies.
- 4.7 Department employees shall be allowed to accumulate compensatory time to a total of forty-two and one-half (42.5) hours. Compensatory time in lieu of overtime pay shall be taken prior to the close of the calendar year and at the convenience of the Employer and the Employee, consistent with the Fair Labor Standards Act. Accrued compensatory time will be deposited into a deferred compensation account or paid out in wages. Employees must inform payroll of their distribution preference by December 10. Employees' compensatory time balances will be distributed on the final check of the calendar year (that is paid on January 5.)

ARTICLE 5 – SENIORITY

5.1 The Employer agrees that insofar as possible and considering qualifications and federal and state statutes, when it becomes necessary within a position or classification that a reduction in force takes place, the last Employee hired shall be the first laid off,

and the last Employee laid off within the position or classification shall be the first Employee to be rehired.

- 5.2 The Employer may, with the Employee's consent, demote an employee to a vacant position in a classification for which the employee is qualified as an alternative to layoff. An employee demoted pursuant to this Section will retain their current rate of pay if it is within the range of the new classification; if the employee's current rate of pay exceeds the top step of the new range, the employee will be placed at the top step of the new range. If the former position is renewed within twelve (12) months, the Employer shall automatically reinstate the employee to the former position.
- 5.3 For the purpose of this Agreement, "continuous employment" is defined as employment uninterrupted by voluntary severance of employment by the employee, or by absence due to discharge unless rehiring is accomplished within thirty (30) days.
- 5.4 All seniority rights that may be acquired by the operation of this Article shall be subject to the rights of veterans to be rehired, and to all existing laws and ordinances.
- 5.5 If a vacancy occurs in any job within the bargaining unit, the Employer agrees to give consideration to employees presently employed.
- 5.6 In the case of illness or off-the-job accidents, it is agreed that the Employee's position and seniority shall be held up to but not exceeding six (6) months. The Chief retains the right to extend this timeframe if medical documentation indicates that the person will be able to return to work within the next ninety (90) days.
- 5.7 Twelve (12) months shall be considered to be a trial period during which time the Employer decides the capability and desirability of retaining the new Employee. During the trial period, employment is at will and the employee shall not have recourse to the grievance procedure to contest any discipline or discharge.
- 5.8 For the purposes of this Agreement, seniority, unless otherwise noted, is defined as continuous time with the Department measured from the date of hire. If two (2) employees share the same date of hire the most senior will be the one placing highest on the civil service exam at the time of hiring.

ARTICLE 6 – GRIEVANCE

6.1 Any disputes arising under this Agreement shall be settled as stated in this Article provided that no employee shall avail themselves of this Article if they appeal a dispute to the Civil Service Commission. Any bargaining unit member who is the subject of disciplinary action, including oral or written reprimand and who feels such action is improper, may complain to the Guild and may elect to pursue a grievance regarding disciplinary action through the grievance procedure of this Article, or through the Civil Service Commission but not through both.

Procedure: A grievance filed against the City shall be processed in the following manner:

Step 1: Any employee and/or Guild representative who has a grievance shall present the grievance to the immediate supervisor, either orally or in writing, except where not feasible. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. All efforts will be made to resolve the grievance within ten business days of it being filed.

Step 2. If a resolution cannot be reached in Step 1 then it shall be submitted in writing to the Police Chief or designee. The grievance shall contain a substantially complete statement of facts, the contractual provisions allegedly violated, and the relief requested. This written grievance shall be presented to the Police Chief or designee no more than ten (10) business days after the initial time period outlined in step one of the grievance procedure. The Police Chief or designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and Guild, if requested by the employee, at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Chief or designee shall provide a written response to the employee and Guild within ten (10) business days following their meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Step 3: If the grievance is not settled at Step 2 and the Guild desires to appeal, it shall be referred by the Guild in writing to the Mayor or designee within ten (10) business days after receipt of the City answer in Step 2. Thereafter, the Mayor or designee and the Police Chief or designee, shall meet with the grievant and Guild within ten business days of receipt of the Guild's appeal, if at all possible. If no agreement is reached, the Mayor or designee shall submit a written answer to the Guild within ten (10) business days following the meeting. An extension of the time periods in the grievance process may be made with the agreement of both parties.

Arbitration: If the grievance is not settled in Step 3 and the Guild wishes to appeal the grievance from Step 3, the Guild may refer the grievance to arbitration, as described below, within twenty (20)

business days of receipt of the written answer as provided to the Guild at Step 3.

- 6.1.1 The parties should attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Services (FMCS) to submit a panel of nine (9) arbitrators from the region that includes Washington. The parties will select the arbitrator from the list by alternatively striking one (1) name from the list until one (1) name shall remain.
- 6.1.2 The arbitrator shall be notified of their selection and shall be requested to set a time and place of the hearing, subject to the availability of Guild and City representatives.
- 6.1.3 The City and the Guild shall have the right to request the arbitrator to require the presence of witnesses or documents. The City and the Guild retain the right to employ legal counsel.
- 6.1.4 The arbitrator shall submit their decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, and such decision shall be final and binding upon all parties.
- 6.1.5 More than one (1) grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
- 6.1.6 The fees and the arbitrator shall be borne by the losing party, provided, however, that each party shall be responsible for compensating its own representatives and witnesses, including the fees for any attorneys they choose to use.
- 6.2 <u>Limitations on Authority of Arbitrator</u>. Any decision rendered shall be within the scope of this Agreement and shall not add to or subtract from any of the terms of the Agreement.
- 6.3 <u>Time Limits</u>. If a grievance is not presented by the employee or the Guild within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Guild. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof with the specified time limits, the aggrieved employee and/or the Guild may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

ARTICLE 7 - HOLIDAYS

7.1 The following days shall be recognized and observed as paid holidays:

New Year's Day (First Day of January)
Martin Luther King Day (Third Monday in January)
Presidents Day (Third Monday in February)
Memorial Day (Last Monday of May)

Juneteenth (June 19th) Independence Day (July 4th)

Labor Day (First Monday in September)

Veteran's Day (November 11)

Thanksgiving Day (Fourth Thursday in November)

Native American Heritage Day (Day Immediately Following Thanksgiving)

Christmas Day (December 25)

Personal Holidays (3)

- 7.2 A personal holiday is time that an employee may select to be away from the office. An employee may not work on a personal holiday. An employee may take their personal holiday hours at such time as is mutually agreeable between the employee and their Department Head. The personal holiday shall be pro-rated during the year. In the event of an employee's termination, any personal holiday used but not yet accrued shall be deducted from the employee's final paycheck.
- 7.3 When a holiday falls on Saturday, the holiday will be observed on the preceding Friday. When a holiday falls on Sunday, the holiday will be observed on the following Monday.
- 7.4 If an employee covered by this Agreement works on any of the above-named holidays, they shall be guaranteed payment at the rate of one and one-half (1.5) times their regular hourly rate of pay for the actual hours worked. This compensation is in addition to their regular monthly wage.
- 7.5 Management maintains the right to determine the number of personnel assigned to work on holidays.

ARTICLE 8 - VACATION

8.1 Vacation leave shall accrue as follows:

Service Period	Vacation Accrual	Maximum Accrual
First month through 48 months	8 hours per month	240 hours
Months 49 through 108	10 hours per month	240 hours
Months 109 through 168	14 hours per month	240 hours
169 months and beyond	17 hours per month	240 hours

- 8.2 The Employer shall not unreasonably deny leave requests, consistent with the needs of the Department. Vacation requests shall be submitted prior to January 2nd of each year. Such requests shall be decided on a seniority basis. Request submitted after January 2nd for the calendar year shall be allocated on a first come, first serve basis. The Employer shall waive the maximum carryover restriction on vacation leave if the employee is required to cancel a scheduled vacation due to the requirements of the Employer.
- 8.3 Vacation leave shall be computed exclusive of holidays or sick leave testified by a physician's written statement.
- 8.4 Vacation leave is to be deducted on an hour-for-hour basis.
- 8.5 Employees may elect to have their accrued vacation balance that exceeds one hundred sixty (160) hours cashed out and deposited into a deferred compensation account. The employee must notify payroll in writing by November 20th of each year for distribution on the December 5th payday.

ARTICLE 9 – SICK LEAVE

- 9.1 Cumulative sick leave with full pay shall accrue to each employee at the rate of four (4) hours of leave for each pay period of continuous service to a maximum of one thousand four hundred forty (1,440) hours.
- 9.2 Sick leave shall be computed exclusive of holidays.
- 9.3 Sick leave cannot be taken before it is actually accrued.
- 9.4 Notification of absence due to sickness shall be given to the City as soon as possible on the first day of such absence and every day thereafter (unless this requirement is waived by the Department Head), but no later than two (2) hours before the start of the employee's work shift unless it is shown that such notification was unreasonable or not practical. Failure to properly report an illness may be considered as absence without pay and may subject the employee to discipline, as well.
- 9.5 The Guild does not condone the abuse of sick leave. Should a concern over perceived sick leave abuse arise, the Guild and the Employer agree to meet and confer on the problem and solution.
- 9.6 An employee who is eligible for retirement under the applicable DRS retirement plan is eligible for a cash out of a portion of their unused sick leave proportionate to their sick leave balance. Sick leave cash out is prorated for part time employees based on full time equivalency at retirement. Unused sick leave is not cashed out upon separation other than retirement.

Sick Leave Balance at Retirement	Percent Cash out
0-800 Hours	0%
801-1251 Hours	18% of unused sick leave hours
1251-1440 hours	25% of unused sick leave hours

ARTICLE 10 - OTHER LEAVES

10.1 Bereavement Leave.

- In the event of the death of an employee's immediate family member, time off with pay for employee's regular scheduled workday will be granted to regular full-time employees. Employees are expected to share the need for bereavement leave with their immediate supervisor as soon as they are aware of their need for bereavement leave. The phrase "immediate family" for the purposes of the bereavement policy includes the employee's spouse (or registered domestic partner), brother, sister, father, mother, stepfather, stepmother, grandparent, child, stepchild, grandchild, father-in-law, mother-in-law, grandparent-inlaw, sister-in-law, brother-in-law, daughter-in-law, and son-in-law. Three (3) consecutive workdays off with pay will be approved to attend the funeral or memorial service (maximum 24 hours). Two (2) additional consecutive workdays off with pay will be approved for travel from the employees home to the funeral or memorial service if the travel exceeds two hundred (200) miles each way (maximum 16 hours). Bereavement leave use is limited to the twelve (12) months following the immediate family member's death. With approval of the Chief, an employee may supplement bereavement leave with sick leave and/or vacation leave.
- 10.1.2 Regular part-time employees who are scheduled to work twenty (20) or more hours per week are eligible to receive Bereavement Leave. The amount of leave allowed will be based on a pro rata basis that relates the average number of hours per week worked to a regular forty-hour week. (For example, a part-time employee working twenty (20) hours per week would be eligible for one half the paid time-off that a full-time employee receives.)
- 10.2 <u>Jury Duty</u>. Employees who are required by law to render jury service will be granted paid time off during a period of jury duty. Employees should notify their supervisors as soon as possible after receipt of a juror summons so that operational adjustments can be made as needed during the employee's absence. A copy of the juror summons must be provided to their supervisor. If an employee is summoned for jury service during a critical work period, the City may ask the employee to request a waiver from duty; in such cases, the City will provide documentation to the relevant court supporting the waiver request.

ARTICLE 11 – VOLUNTARY PHYSICAL FITNESS PROGRAM & SICK LEAVE BUY BACK PROGRAM

- 11.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.
- 11.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two times each year. Employees will be provided sixty (60) day advance notice of the testing dates.
- 11.3 The three (3) physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.
- 11.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 12 – HEALTH AND WELFARE COVERAGE

12.1 <u>Medical Insurance Plans</u>. The City will provide employees with the following plans: AWC Healthfirst High Deductible Health Plan, Kaiser Permanente High Deductible Health Plan, AWC Healthfirst \$250 plan, or Kaiser Permanente Access PPO, all as offered through the Association of Washington Cities Benefit Trust.

12.2 <u>Premiums</u>.

12.2.1 For employees choosing the HealthFirst \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents.

- (a) For employees choosing the Kaiser Permanente PPO \$250 deductible plan, the City will pay one hundred percent (100%) of the premiums for the employee and ninety percent (90%) of the premiums for dependents. The City will share fifty percent (50%) of the premium cost savings difference between the Kaiser Permanente PPO \$250 plan and the Healthfirst \$250 plan to be paid on each pay period.
- 12.2.2 In 2022, 2023, and 2024, the City will pay one hundred percent (100%) of the premium costs of medical insurance for employees and their dependents who select an AWC High Deductible Health Plan.
 - (a) For employees enrolled on an AWC High Deductible Health Plan, the City will contribute fifty percent (50%) of the premium cost savings between the AWC High Deductible Plan and the Healthfirst \$250 plan to be contributed into the employee's HSA on each pay period.
 - (b) An employee may elect to have up to \$1000 (employee only) or \$2000 (family) cashed out from accrued vacation and transferred into the HSA on the January 5 payday so long as the employee's vacation balance does not fall below forty (40) hours. The IRS determines the inflation adjusted HSA contribution maximum. (Vacation contributions by the employee will trigger the employer match. The employer match will be deposited into the HSA account throughout the year equally on each payday.)
- 12.2.3 For employees enrolled on Dual Insurance, the employee will receive an incentive equivalent to fifty percent (50%) of the lower cost PPO plan premiums that the City would otherwise contribute to health insure the dependents.
- 12.3 <u>Dental Insurance</u>. The City agrees to provide dental insurance for employees and their dependents. The City shall pay one hundred percent (100%) of the premium for dental coverage. The dental insurance plan in effect at the time of this Agreement is Washington Dental Service Plan E, as offered through the Association of Washington Cities.
- 12.4 <u>Orthodontia Insurance</u>. The City agrees to pay one hundred percent (100%) of the premium for orthodontia coverage for the employee's dependent children. The orthodontia plan in effect at the time of this Agreement is Washington Dental Service Plan IV, as offered through the Association of Washington Cities.
- 12.5 <u>Vision Insurance</u>. The City agrees to pay one hundred percent (100%) of the premium for a separate vision plan for employees and their dependents. The vision

plan in effect at the time of this Agreement is Vision Service \$10 copay Plan, as offered through the Association of Washington Cities.

- 12.6 <u>Life Insurance</u>. The City agrees to pay one hundred percent (100%) of the premium for a group term life, accidental death and dismemberment insurance policy for each employee in the amount \$10,000 and \$1000 for dependents 6 months and older as offered through the Association of Washington Cities. The life insurance plan in effect at the time of this Agreement is through Standard as offered through the Association of Washington Cities.
- 12.7 Any changes required by the provider of insurance coverage that are beyond control of the City shall be implemented. These include, but are not limited to changes in required copays, deductibles, and plan administration procedures. The City shall give the Union notice of the proposed changes at least 60 days before the effective date, or as much time is reasonably practicable, and an opportunity for input before the changes are finalized and to bargain any impact.

ARTICLE 13 – MANAGEMENT'S RIGHTS

- 13.1 The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority subject to the provisions of this Agreement.
- 13.2 The Employer has the right to schedule overtime work as required in a manner most advantageous to the Department and consistent with requirements of municipal employment and public safety.
- 13.3 The parties understand and agree that the statements in employees' job descriptions are not an all-inclusive list of their work requirements. Individuals may perform other duties as assigned including work in functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the workload.
- 13.4 Except as otherwise provided herein, the Employer shall decide all questions as to lay-offs, subject to the right of the Guild to request and discuss with the Employer the reason for any layoffs involving bargaining unit positions. The Employer and Guild shall bargain over the effects of any such layoffs on individual employees. The Employer shall have the right to determine reasonable schedules of work and to establish the methods or processes by which such work is performed in accordance with Article 4 of this Agreement.
- 13.5 Any and all rights concerned with management and operation of the Police Department are exclusively that of the City unless otherwise specifically provided by the terms of this Agreement. By way of example only, the City has the right to discipline, suspend, or discharge employees for just cause; to assign work and determine job content of employees; to determine the number of personnel assigned to duty at any time; to determine, introduce new, or revise the methods, processes and means of providing departmental services; to determine the work and shift schedule (in a manner

not inconsistent with this Agreement); to establish performance standards and evaluations; to build, move, or modify its facilities; to take any action on any matter in the event of any emergency; and to perform all of the functions not otherwise expressly limited by the Agreement or applicable law. Nothing in this Article shall be interpreted to modify other explicit provision of this Agreement nor to waive the Guild's right to bargain the "effects" of performance standards and evaluations.

13.6 The City's Policy and Procedures Manual shall be applicable to members of the Guild. In the event of any inconsistency between this Agreement and the Manual, this Agreement shall prevail.

ARTICLE 14 - EMPLOYMENT

14.1 The Employer shall have the right to discipline or discharge employees for just cause.

ARTICLE 15 - CIVIL SERVICE STATUTES

15.1 To the extent that matters are not covered by the express terms of this agreement, the Employer may proceed in accordance with applicable Civil Service statutes, rules and regulations. All police personnel covered under this Agreement shall be subject to said statutes, rules, and regulations.

ARTICLE 16 – CONTINUOUS OPERATION

16.1 The Guild recognizes that the Employer is engaged in a vital public service which protects the health, safety and welfare of its citizens and requires continuous operation and, hence, recognizes its obligation together with the Employer to provide this service at all times.

ARTICLE 17 - WAGES

- 17.1 If an Employee is temporarily assigned in writing by the Police Chief or designee to a higher-paid classification, the Employee shall receive the higher rate of base pay for working that classification for all hours so worked. No Employee shall be subject to censure when assigned to a position for which he has not been properly trained. In the event any Employee is temporarily shifted for the Employer's convenience to a position paying a lesser wage than the rate for his regular position, no reduction in wage shall be made.
- 17.2 Wages shall be paid by the Employer on a bimonthly basis. Paydays are on the 5th and 20th of the month.

17.3 Salary Schedules.

17.3.1 Salary schedules showing the hourly, monthly, overtime and annual salaries for each classification are set forth in Addendum A. The salary

schedules will reflect the following wage increases from the prior year's salary schedule:

1/1/22	5.0%
1/1/23	2.0%
1/1/24	2.5%

- 17.3.2 Effective January 1, 2023, a new Step 6 will be added to each salary range. Progression to Step 6 will follow the provisions of Article 19 Proficiency System.
- 17.4 Lateral hires may be placed at any point up to the mid-range of the salary schedule.
- 17.5 <u>Multilingual Incentive</u>. Employees who have been independently verified, by a contractor of the City's choice, to be functionally fluent in a foreign languages will receive an incentive pay premium of one percent (1%) per month.
- 17.6 <u>Evidence/Property Custodian Incentive</u>. Employees assigned as the Evidence/Property Custodian will receive an incentive pay premium of one percent (1%) per month.
- 17.7 <u>Lead Assignment</u>. An employee assigned by APD management as the Records Support Lead will receive an incentive pay premium two percent (2%) per month.

ARTICLE 18 - FRINGE BENEFITS

- 18.1 Employees hired prior to January 1, 2022, receive \$5.00 per month for each year of service following completion of five (5) years of service. The maximum longevity benefit per month is \$100.00 per month.
- 18.2 Clothing and Equipment.
 - 18.2.1 <u>Uniforms and Protective Clothing</u>. The Employer agrees to furnish and replace as necessary all required uniforms and protective clothing for all members. In addition, the Employer agrees to all cleaning and care of the uniforms and protective clothing required by the Employer. The complete list of City-issued equipment is attached.

	Support Personnel Uniform
1	Long Sleeve Shirts
1	Pants
1	Belt

	Community Service Officer & Code Enforcement Officer Uniform/
	<u>Equipment</u>
3	Short Sleeve Shirts
3	Long Sleeve Shirts
3	Uniform Pants
	Footwear allowance of \$200.00 per year plus tax and shipping charges
1	Uniform jacket with removable fleece liner
1	Protective Ballistic Vest (see 18.4)
1	Uniform Badge
1	Pair Gloves
1	Jumpsuit (upon completion of probation period for CEO assigned to animal control)
	Name Tags provided on all items of clothing that require one
1	Uniform Flashlight
1	Uniform Belt Pant
1	Duty Belt
1	Defensive Spray (with Case)
4	Belt Keeper
1	Key Holder
1	Knife (with case)
1	Portable Radio (with case)

- 18.2.2 Loss and Destruction. Employees shall be held accountable for all protective clothing or protective devises assigned to the employee by the Employer. Items of clothing or protective devices lost or destroyed shall be replaced by the Employer where said loss or destruction was incurred as a direct result of an occurrence not due to the employee's intentional act or negligence. Accountable items of clothing or protective devices assigned to an employee which are lost or mutilated as a direct result of the employee's negligence shall be replaced by the employee.
- 18.2.3 <u>Cleaning</u>. The Employer shall pay one hundred percent of the cost necessary to clean each employee's uniform through a cleaning service provided by the Employer.
- 18.3 Safety gear as required by law shall be provided by the Employer.
- 18.4 <u>Protective Ballistic Vests with External Carrier</u>. The City currently provides a protective ballistic vest to the Community Service and Code Enforcement Officers as part of the uniform and equipment issue. It has been the City's practice to provide a vest rated at Threat Level II per NIJ standards from a City-selected vendor. It has also been the City's practice to repair and/or replace the vest and associated components if they become worn or damaged.

The City recognizes that the vests are items of personal wear and that it may benefit an officer to wear a vest other than the one that would be provided by the City. The City allows the purchase of a vest other than the standard issued vest by an officer. That vest must provide a minimum of Threat Level II protection. Any cost over the amount the City pays for the City-provided vest will be borne by the officer. That cost shall be the price, with tax and shipping, that the City incurs when purchasing the City-issued vest.

In June of each year, the City will select the brand, model, and vendor for the City-issued vest. This package price will establish the City's base line costs for the following twelve (12) months. This total will also serve to establish the City's contribution if an officer chooses to obtain a vest other than that provided by the City. Vests will be replaced five (5) years after their issue date.

- 18.5 Reasonable effort shall be made to accommodate the work schedule of interested employees to allow them to attend college level law enforcement or job-related courses.
- 18.6 The City agrees to furnish coffee supplies, tea and, hot chocolate for the bargaining unit employees, for breaks.

ARTICLE 19 - PROFICIENCY SYSTEM

- 19.1 Progression through the Proficiency Levels of a salary range will be based upon the Employee's performance in conjunction with time in a job classification. Each Employee will receive an evaluation by their supervisor prior to the completion of the time in a job classification and proficiency level.
- 19.2. Through December 31, 2022, the Proficiency Levels are as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5		
Normal hiring	After one year	After 2 years	After 3 years	After 4 years		
rate	of service	of service	of service	of service		

Effective January 1, 2023, an additional Proficiency Level will be added as follows:

Proficiency Levels

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Normal	After one	After 2 years	After 3 years	After 4 years	After 5
hiring rate	year of	of service	of service	of service	years of
	service				service

19.3 To receive the Proficiency Level increase, the Employee must perform at a satisfactory rate of improvement and maintain satisfactory performance.

19.4 Proficiency Level increases must be approved by the Police Chief and Mayor.

ARTICLE 20 - WORK STOPPAGES

The Employer and the Guild agree that the public interest requires efficient and uninterrupted performance of all City services and to this end pledge their best effort to avoid or eliminate any conduct contract to this objective. Specifically, the Guild, for the duration of this Agreement, shall not cause or condone any work stoppage, including any strike, slowdown, refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with City functions by employees under this Agreement and should same occur, the Guild agrees to take appropriate steps to end such interference. Any concerted action by an employee in any bargaining unit shall be deemed a work stoppage if any of the above activities have occurred.

ARTICLE 21 – INTERNAL INVESTIGATIONS

- 21.1 An employee who is the subject of an investigation shall be advised of the general nature of the investigation. To the extent reasonable under the circumstances, this information shall be provided at least eight (8) hours prior to interview of the employee, unless the employee waives this requirement.
- 21.2 The interview shall be conducted in a professional manner. The employee's attorney or the Guild representative, but not both, may be present during the interview, but shall not be permitted to participate in the interview, except to the extent permitted by law.
- 21.3 Within five days of the completion of the investigation, the employee shall be advised of the results of the investigation. If the matter results in discipline to the employee, the employee is entitled to a copy of the investigative report upon request.
- 21.4 Lie detector tests shall only be administered as permissible by state or federal law.
- 21.5 Nothing contained in any of the above provisions shall restrict and/or limit the authority of the Chief of Police in the performance of his duties and responsibilities as the Chief Administrator of the Police Department.
- 21.6 When an employee, whether on or off duty, uses force which results in the injury or death of a person, the employee shall not be required to make a written or recorded statement for twelve (12) hours after the incident except that promptly following the incident the employee shall verbally report to a superior a brief summary of the incident and any information necessary to secure evidence, identify witnesses, or apprehend suspects. The affected employee may waive the requirement to wait twelve (12) hours.

ARTICLE 22 - PSYCHOLOGICAL / MEDICAL EVALUATIONS

22.1 Initial Evaluation.

- 22.1.1 No psychological or medical test will take place unless the City has reasonable suspicion to believe that an employee may be psychologically or medically unfit to perform their job. In such cases, the City may require that the employee be tested by a qualified doctor to determine the employee's fitness for duty. Such examination will be at the City's expense.
- 22.1.2 Any medical history of the employee which the examining doctor requests that is not relevant to the fitness for duty issue may not be given to the Employer. Except as provided herein, the Employer may not require the employee to waive the physician-client privilege as a condition of taking the examination.
- 22.1.3 Results of the Test. The doctor will issue a written report to the City and the employee. The report shall indicate whether the employee is fit or unfit for duty or requires modified work conditions. The report shall also indicate the reasons for the doctor's conclusion. If the doctor believes the employee is fit for duty but needs modified work conditions, the doctor will also indicate what modifications are necessary and the extent or duration projected of the modification. Except as provided herein, the doctor will keep confidential all data made available to him or her on a confidential basis.
- 22.2 <u>Second Opinion</u>. If the Guild believes that the conclusions of the doctor are in error, it may obtain a second examination from a qualified doctor at its own expense. The results of this examination shall be provided to the employee exclusively.

22.3 Medical Arbitration.

- 22.3.1 If after obtaining a second examination, the Guild wishes to challenge the assessment of the employee's fitness for duty, the Guild may submit the matter to medical arbitration.
- 22.3.2 The two (2) doctors shall initially consult to see if they can reach agreement. If not, they shall mutually select a third qualified doctor who shall conduct an examination of the employee and review the reports prepared by the first two doctors. A determination of whether the employee is fit for duty shall be made by the third doctor and that determination shall be binding on all parties. The expense of the third doctor shall be split by the parties.

ARTICLE 23 – PERSONNEL RECORDS

- 23.1 The Employer shall keep records of attendance and absence so as to provide all necessary information regarding annual leave and sick leave.
- 23.2 Only one (1) official personnel file shall be maintained for each employee. All relevant information shall be placed in that file. This does not preclude a supervisor from maintaining notes on an employee's job performance for evaluations purposes, or retaining information which is provided to the supervisor on a confidential basis, provided the request for the confidentiality was initiated by the complainant. Such confidential information shall not form the basis for discipline, but may be used for other purposes.
- 23.3 Employees shall not have any disciplinary action entered in their personnel file without having first read and signed the document. Should an employee refuse to sign, that fact shall be noted on the document and the document may be placed in the personnel file.
- 23.4 Bargaining unit members shall be provided copies of all performance or assignment-related changes.
- 23.5 Written reprimands will be removed from the employee's personnel file after three (3) years from the date said action was finalized provided that no further reprimands of a like nature have been issued within this three (3) year period. An employee may request the removal of a written reprimand after a two (2) year period. This limitation shall not apply to suspensions or demotions. Reprimands or discipline resulting from serious infractions against members of the public or other City employees, such as discrimination, sexual harassment or moral turpitude will be removed from personnel files after ten (10) years as long as no similar incidents have occurred.
- 23.6 <u>Outside Requests</u>. Requests for information located exclusively in an employee's personnel, payroll, supervisor, or training file will be handled in accord with RCW 42.56.250(12).
- 23.6 As used herein, a "personnel file" shall be defined as any file pertaining to the employment status, work history, disciplinary records, or other personnel-related matters pertaining to bargaining unit members. It is further understood that the term "personnel file" as used herein does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.

ARTICLE 24 – PROTECTED SPEECH

Employer recognizes the right of employees to engage in protected free speech, provided, nothing herein restricts the right of the Employer to discipline employees for

speech which is unprotected for any reason, including the content or manner of the speech.

ARTICLE 25 - TOBACCO POLICY

Tobacco use is prohibited inside all City facilities, including City-owned buildings, vehicles, and offices or other facilities rented or leased by the City, including individual employee offices. The Tobacco Policy applies to employees during working time and anytime in uniform. Smoking is only allowed in outside areas that comply with all applicable laws. Employees are expected to exercise common courtesy and to respect the needs and sensitivities of coworkers with regard to the Tobacco Policy. Tobacco users have a special obligation to keep smoking areas litter-free and not to abuse break and work rules. Employees who violate the policy may be subject to disciplinary action.

ARTICLE 26 - PHYSICAL FITNESS PROGRAM

- 26.1 The City and the Guild recognize that a physically fit workforce can reduce illness and injuries requiring the use of sick leave. An additional sick leave buyback provides incentive to reduce the use of sick leave.
- 26.2 The City and Guild agree to utilize the WA State Criminal Justice Training Commission physical fitness standards as the basis for determining standards and criteria for the physical fitness incentive. It is understood that the WA State Criminal Justice Training Commission physical fitness standards may change over time and that the most current standards will be the basis of the evaluation. Employees are encouraged, but not required, to participate in the physical fitness assessment conducted by the department and shall be given the opportunity on duty to perform the test up to two (2) times each year. Employees will be provided sixty (60) day advance notice of the testing dates.
- 26.3 The three physical fitness events are push-ups, sit-ups, and squat thrusts. The results from each event are pass/fail. Each passing event will accrue one percent (1%) of additional sick leave buyback, up to a maximum of three percent (3%) annually. A failure of an event will result in no percentage accrual for the failed event. Testing should be performed in normal workout gear and athletic shoes.
- 26.4 Employees who meet the PAT standard in a given calendar year shall receive a percentage of their accrued sick leave (inclusive of their WA Sick Leave and City Sick Leave) bought out at retirement. Each year that an employee participates successfully in the program they earn an additional percentage of sick leave buyout. For example, an employee who passes two (2) of the three (3) events at an annual test would accrue an additional two percent (2%) toward sick leave buyout. An employee maintaining this standard for a period of ten (10) years would have the ability to have an additional twenty percent (20%) of their accrued sick leave bought out. This benefit is in addition to the sick leave buyout provision upon retirement (Article 9).

ARTICLE 27 - DRUG AND ALCOHOL TESTING

- 27.1 It is the intent of the City and the Guild to maintain a workplace that is free from the effects of drug and alcohol abuse. Therefore, no employee shall unlawfully manufacture, distribute, dispense, possess or use any illegal controlled substance or alcohol in any City workplace. Nor shall any employee report to work or work under the influence of alcohol or an illegal controlled substance.
- 27.2 Employees must report their use of over-the-counter or prescribed medications to the Police Chief if the use might impair their ability to perform their job safely and effectively. A determination will then be made as to whether the employee should be able to perform the essential functions of the job safely and properly.
- 27.3 Due to the nature of a Police Officer's duties, the Department takes a notolerance position on violations of this policy. A sustained finding will result in disciplinary action, up to and including dismissal. The department may also refer criminal charges on any employee found to have knowingly violated RCW 69.50.401.
- 27.4 Guild members follow the City's drug and alcohol testing policies and procedures found in the current personnel policies.

ARTICLE 28 - HARASSMENT

28.1 The parties recognize that the City has a strong policy prohibiting any form of sexual or other harassment by employees. The parties shall work together to ensure that no such harassment occurs. All employees are encouraged to report any incidents of harassment involving either themselves or other members of the bargaining unit.

ARTICLE 29 – ENTIRE AGREEMENT

- 29.1 The Agreement expressed herein in writing constitutes the entire Agreement between the parties and no express of implied statements, actions, or previously written or oral statement shall add to or supersede any of its provisions.
- 29.2 Except as otherwise provided herein, nothing in this Agreement shall be construed as a waiver of the Guild's collective bargaining rights with respect to changes in matters which are mandatory subjects of bargaining under the law.

ARTICLE 30 - SAVINGS CLAUSE

30.1 If any term or provision of this Agreement is declared or adjudged by a court or administrative agency of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity will not impair or affect any other term or provision of this Agreement.

ARTICLE 31 – AGREEMENT DURATION

The Agreement shall be and remain in full force and effect from January 1, 2022 through December 31, 2024. All provisions herein are subject to existing laws and ordinances and any provision found to be in conflict shall be void.

SIGNED THISDAY OF	2022.
ANACORTES POLICE SERVICES GUILD BY:	CITY OF ANACORTES, WA BY:
Kimberly McDermott NON-COMMISSIONED GUILD REPRESENTATIVE	Matt Miller MAYOR
ANACORTES POLICE SERVICES BY:	BY:
Jordan Kellington GUILD PRESIDENT	Emily Schuh ADMINISTRATIVE SERVICES DIRECTOR
BY:	BY:
Michael Scheepers GUILD VICE-PRESIDENT	Dave Floyd CHIEF OF POLICE
	ATTEST:
	Steve Hoglund CITY CLERK - TREASURER

ADDENDUM A - WAGES

2022 Non-Commissioned Police Guild Wage Schedule

		Monthly		2022 N	lon Comm	issioned	Police	Guild \	Nage S	chedule	1			Annual				
5.0% COLA Adjustment to Wage Scale		Rate	1.03					Rate						Salary				
	3.0%																	
	between																	
Position	each step	Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5		Step 1	Step 2	Step 3	Step 4	Step 5
	Level NC1	\$4,427.58	\$4,560.41	\$4,697.22	\$4,838.14	\$4,983.28	NC1	\$25.54	\$26.31	\$27.10	\$27.91	\$28.75	NC1	\$53,131.00	\$54,724.93	\$56,366.68	\$58,057.68	\$59,799.41
	Level NC2	\$4,558.22	\$4,694.97	\$4,835.82	\$4,980.89	\$5,130.32	NC2	\$26.30	\$27.09	\$27.90	\$28.74	\$29.60	NC2	\$54,698.67	\$56,339.63	\$58,029.82	\$59,770.71	\$61,563.83
	Level NC3	\$4,692.78	\$4,833.56	\$4,978.57	\$5,127.93	\$5,281.77	NC3	\$27.07	\$27.89	\$28.72	\$29.58	\$30.47	NC3	\$56,313.36	\$58,002.77	\$59,742.85	\$61,535.13	\$63,381.19
Records Support	Level NC4	\$4,831.38	\$4,976.32	\$5,125.61	\$5,279.37	\$5,437.76	NC4	\$27.87	\$28.71	\$29.57	\$30.46	\$31.37	NC4	\$57,976.50	\$59,715.80	\$61,507.27	\$63,352.49	\$65,253.06
	Level NC5	\$4,974.13	\$5,123.35	\$5,277.05	\$5,435.36	\$5,598.42	NC5	\$28.70	\$29.56	\$30.44	\$31.36	\$32.30	NC5	\$59,689.53	\$61,480.22	\$63,324.63	\$65,224.37	\$67,181.10
	Level NC6	\$5,121.16	\$5,274.80	\$5,433.04	\$5,596.03	\$5,763.91	NC6	\$29.55	\$30.43	\$31.34	\$32.28	\$33.25	NC6	\$61,453.96	\$63,297.58	\$65,196.50	\$67,152.40	\$69,166.97
Code Enforcement Officer/Animal																		
Control; Community Service Officer	Level NC7	\$5,272.61	\$5,430.79	\$5,593.71	\$5,761.52	\$5,934.37	NC7	\$30.42	\$31.33	\$32.27	\$33.24	\$34.24	NC7	\$63,271.31	\$65,169.45	\$67,124.54	\$69,138.27	\$71,212.42
	Level NC8	\$5,428.60	\$5,591.46	\$5,759.20	\$5,931.98	\$6,109.94	NC8	\$31.32	\$32.26	\$33.23	\$34.22	\$35.25	NC8	\$65,143.19	\$67,097.48	\$69,110.41	\$71,183.72	\$73,319.23
	Level NC9	\$5,589.27	\$5,756.95	\$5,929.65	\$6,107.54	\$6,290.77	NC9	\$32.25	\$33.21	\$34.21	\$35.24	\$36.29	NC9	\$67,071.22	\$69,083.36	\$71,155.86	\$73,290.53	\$75,489.25
	Level NC10	\$5,754.76	\$5,927.40	\$6,105.22	\$6,288.38	\$6,477.03	NC10	\$33.20	\$34.20	\$35.22	\$36.28	\$37.37	NC10	\$69,057.09	\$71,128.81	\$73,262.67	\$75,460.55	\$77,724.37

2023 Non-Commissioned Police Guild Wage Schedule



2024 Non-Commissioned Police Guild Wage Schedule

	2024 Non Commissioned Police Guild Wage Schedule Monthly Monthly Annual																				
2.5% COLA Adjustment to Wage Scale		Monthly Rate	1.03						Hourly Rate							Annual Salary					
370 COLA Adjustment to Wage Scale		Nate	1.03						Rate							Salai y					_
	3.0%																				
	between																				
Position	each step	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
					\$5,058.28		\$5,366.32						\$30.06				\$57,214.92				
					\$5,207.52								\$30.94				\$58,903.08				
					\$5,361.25								\$31.86				\$60,641.89				
Records Support	Level NC4	\$5,051.20	\$5,202.74	\$5,358.82	\$5,519.59	\$5,685.17	\$5,855.73	NC4					\$32.80				\$62,432.87				
					\$5,682.67								\$33.77				\$64,277.57				
	Level NC6	\$5,354.18	\$5,514.80	\$5,680.25	\$5,850.65	\$6,026.17	\$6,206.96	NC6	\$30.89	\$31.82	\$32.77	\$33.75	\$34.77	\$35.81	NC6	\$64,250.11	\$66,177.62	\$68,162.94	\$70,207.83	\$72,314.07	\$74,48
Code Enforcement Officer/Animal																					
Control; Community Service Officer					\$6,023.67								\$35.79				\$68,134.66				
					\$6,201.88								\$36.85				\$70,150.42				
					\$6,385.44								\$37.94				\$72,226.65				
	Level NC10	\$6,016.60	\$6,197.10	\$6,383.01	\$6,574.50	\$6,771.74	\$6,974.89	NC10	\$34.71	\$35.75	\$36.83	\$37.93	\$39.07	\$40.24	NC10	\$72,199.19	\$74,365.17	\$76,596.12	\$78,894.01	\$81,260.83	\$83,69

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mattm@cityofanacortes.org

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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari TM 3.0 or above (Mac only)

PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

^{**} These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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